



PAUL HIGA
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY — DOWNEY, CALIFORNIA 90242
(562) 940-2501



July 21, 2005

REVISED

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF STANDARDIZED CONTRACT WITH COMMUNITY-BASED
ORGANIZATIONS TO PROVIDE OPERATION READ PROGRAM LITERACY
TUTORING SERVICES TO MINORS
(3 VOTE, ALL SUPERVISORIAL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Chief Probation Officer to prepare and execute contracts substantially similar to the attached standardized contract (Attachment A), after review and approval by County Counsel, with four community-based organizations (CBOs) to provide literacy tutorial and related services to at-risk youth in four targeted areas within Los Angeles County in the amount of \$118,260 each, for a total of \$473,040, with Chinatown Service Center (Cluster 1), People Who Care Youth Center (Cluster 2), New Directions for Youth, Inc. (Cluster 3), and the Asian Youth Center (Cluster 5), for a term commencing October 1, 2005 through June 30, 2006. Funding for these contracts is included in the FY 2005-06 Adopted Budget.
2. Delegate authority to the Chief Probation Officer to prepare and execute a sole source contract substantially similar to the attached standardized contract, after review and approval by County Counsel, with ~~an additional CBO~~ **the Long Beach Boys and Girls Club** to provide literacy tutorial and related services to at-risk youth in Cluster 4, for which no proposals passed the initial screening, for an initial maximum amount of \$118,260, for a term commencing upon full execution through June 30, 2006. Funding for this contract is included in the FY 2005-06 Adopted Budget.
3. Delegate authority to the Chief Probation Officer to approve the addition or replacement of any agency subcontracting with the contracted agencies.

4. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract terms for four additional 12-month periods, in an amount not to exceed \$131,400 each, upon approval as to form by County Counsel.
5. Delegate authority to the Chief Probation Officer to prepare and execute amendments to these contracts for any decreases or increases not to exceed 10% of the contract amounts and/or 180 days to the period of performance pursuant to the terms contained in the contracts, upon approval as to form by County Counsel. The Chief Probation Officer will notify the Chief Administrative Office in writing within 10 business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain Board approval to contract with four CBOs to provide literacy and related services in four targeted areas to at-risk youth under the Operation Read program. Services will be provided by the agencies within the Clusters as listed below.

Clusters	Recommended Agencies
1	Chinatown Service Center
2	People Who Care Youth Center
3	New Directions For Youth, Inc.
4	To be determined Long Beach Boys & Girls Club
5	Asian Youth Center

The contracted services include the provision of literacy tutoring centers (LTC) and related services to minors who are 10-17.5 years of age through the Operation Read program for the County of Los Angeles Probation Department. The services are intended to: 1) promote collaborative crime reduction strategies based upon raising the academic achievement and literacy levels of minors, and 2) offer individual attention to minors home on probation or in foster care and in-home placement systems that will

The Honorable Board of Supervisors
July 21, 2005
Page 3

raise their academic achievement and literacy levels. Identified measures include, but are not limited to, increased academic achievement, increased school attendance, increased school participation, reduction in juvenile arrests, and successful completion of probation.

Proposals received for Cluster 4 did not pass the initial screening. Consequently, Board approval **is required** to proceed with a sole source contract ~~is required to select an additional agency to provide services in that area with the Long Beach Boys and Girls Club.~~

On November 16, 1999, your Board approved the Long-Term Self-Sufficiency (LTFSS) Plan which included 46 projects to assist CalWORKS participants and, in some instances, low-income families not receiving CalWORKS to achieve long-term self-sufficiency. The Probation Department was the lead agency for Operation Read, Project #25 and, in conjunction with the Department of Public Social Services, was instructed to return to your Board for approval of an implementation plan for the projects involving CalWORKS Performance Incentives funding. On March 7, 2000, your Board approved the LTFSS implementation plans for Operation Read, Project #25. Subsequently, on July 25, 2000, your Board approved 10 lead CBOs to coordinate and provide literacy tutorial and related services to targeted at-risk youth at LTCs in targeted areas within Los Angeles County. Unfortunately, as a result of budget curtailments, the LTFSS program and funding ended on June 30, 2003 resulting in the termination of all of the contracts.

On June 23, 2003, your Board approved a motion to fund the Operation Read Program for FY 2003-04 with net County cost (NCC). To reduce the break in services, begin the services immediately, and ensure that established goals were met, contracts were awarded on a sole source basis to contractors who had held Operation Read contracts in the past and demonstrated they could provide the required services upon contract award. These contracts expire on September 30, 2005. The Department re-solicited for the literacy services and is now ready to make contract award recommendations.

Implementation of Strategic Plan Goals

The recommended Board action is consistent with the Countywide Strategic Plan Goal #1: Service Excellence: Provide public with easy access to quality information and services that are both beneficial and responsive, and Goal #5: Children and families well-being: Improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health, economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness. Implementation of the recommendations will enable the Department to continue providing literacy services to youth that will encourage them to make positive changes and take steps towards personal development.

FINANCIAL IMPACT/FINANCING:

The estimated cost for each of these contracts is \$118,260, for a total of \$591,300 fully funded by NCC. Funding for these contracts is included in the FY 2005-2006 Adopted Budget. No additional NCC is required to fund the recommended contracts. The contracts include provisions of non-appropriation of funds and budget reductions.

Subsequent contract extensions will be in an amount not to exceed \$131,400 and subject to available funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The scope of work for the contracted services is to provide and coordinate the following services: 1) an LTC, 2) provide services at sites which meet the requirements of the Probation Department with an assigned Deputy Probation Officer, 3) tutor one-on-one or in a small group of up to 10 youths at a time with five or fewer being most optimal for a minimum of five hours per week, which may continue until the minor is reading at grade level, 4) provide daily required services as specified in the contract statement of work and 5) and provide services Monday through Friday, after school, during summer break, holidays and weekends. The targeted at-risk youth must read at least two grade levels below standard for their age 10-17.5 years of age, and priority will be given to the older youth who are functioning below the fourth grade level.

The Honorable Board of Supervisors
July 21, 2005
Page 5

In accordance with the Department of Human Resources memorandum dated November 16, 1995, these contracts have been reviewed concerning the provisions for hiring displaced County employees. The Contractors agree to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contracts and during the life of the contracts.

The contractors agree to comply with the Chief Administrative Office memorandum dated October 6, 1997, which states the agencies will comply with the provisions for hiring participants in the GAIN/GROW program.

The contracts are Non-Prop A. Consequently, there are no departmental employee relations issues and the contracts will not result in a reduction of County services. Additionally, the Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

Probation will not require the contractors to perform services that exceed the Board-approved contract amount, scope of work, and/or contract dates.

The contractors have been instructed to register on the WebVen in accordance with the Chief Administrative Office memorandum dated July 19, 2002.

The contract includes all County requirements, including, non-responsibility and debarment, child support compliance, Safely Surrendered Baby Law, and the provisions of paid jury service time for their employees.

County Counsel has approved the contracts as to form.

CONTRACTING PROCESS

To solicit for the contract services, a comprehensive Request for Proposals (RFP) process was conducted. An RFP was developed and issued on February 25, 2005 for all five Clusters, and through the solicitation and competitive negotiation process,

The Honorable Board of Supervisors
July 21, 2005
Page 6

approximately 650 letters were sent to service providers. Advertisements were placed in the Los Angeles Times, Eastern Group Publications and Los Angeles Sentinel. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department website (Attachment B). As a result, 70 potential providers requested copies of the RFPs and 67 potential providers attended the mandatory Proposer's conference. A total of 17 proposals were received for the five Clusters.

The RFP instructed agencies to submit separate proposals for each service area for which services were proposed, combined proposals were not accepted. None of the proposals were for combined service areas and, consistent with the requirements set forth in the RFP, all 17 were accepted for evaluation. The 17 proposals (Attachment C) were first reviewed using an initial screening "pass/fail" process to determine which proposals met the minimum mandatory requirements. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposals submitted by American Asian Pacific Ministries (Cluster 5), Soledad Enrichment Action, Inc. (Clusters 1, 2, 3, and 4), and The Reach More Foundation (Cluster 3) were not evaluated because they did not demonstrate they met all of the minimum requirements set forth in the RFP. Subsequently, these proposals did not pass the initial screening and were deemed non-responsive.

The remaining 11 proposals were evaluated on the strengths and weaknesses of critical categories to the services to be provided that were consistent with the criteria identified in the RFP. Chinatown Service Center (Cluster 1), People Who Care Youth Center (Cluster 2), New Directions For Youth, Inc. (Cluster 3), and the Asian Youth Center (Cluster 5) are being recommended for contract award because their proposals were responsive and deemed beneficial to the County based on their planned level of services and capability.

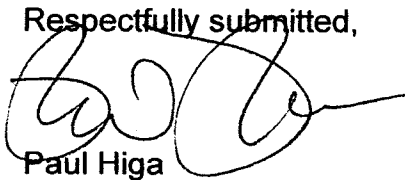
There were no responsive proposals received for Cluster 4, therefore, the Probation Department is requesting delegated authority to the Chief Probation Officer to contract with ~~an additional CBO~~ **the Long Beach Boys and Girls Club** on a sole source basis to provide literacy tutorial and related services to at-risk youth in Cluster 4.

The Honorable Board of Supervisors
July 21, 2005
Page 7

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the Probation Department to continue providing the literacy services through the County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Paul Higa', written over the text 'Respectfully submitted,'.

Paul Higa
Chief Probation Officer

Attachments (3)

C: Chief Administrative Officer
County Counsel

L:\CONTRACT\Henry Moreno\Operation READ\Board Letter\Board Letter 2005yy.doc



STANDARDIZED AGREEMENT

**CONTRACT WITH AGENCY'S NAME TO
PROVIDE LITERACY TUTORING CENTERS AND
RELATED SERVICES IN CLUSTER X
TO PROBATION MINORS THROUGH THE OPERATION READ
PROGRAM FOR THE COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**

CONTRACT TERM

October 1, 2005 – June 30, 2006

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	4
2.0	DEFINITIONS	5
3.0	WORK	6
4.0	TERM OF CONTRACT	6
5.0	CONTRACT SUM	6
6.0	ADMINISTRATION OF CONTRACT- COUNTY	9
6.1	COUNTY'S CONTRACT MANAGER	9
6.2	COUNTY'S CONTRACT MONITOR	10
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	10
7.1	CONTRACTOR'S PROJECT DIRECTOR	10
7.2	APPROVAL OF CONTRACTOR'S STAFF	11
7.3	CONTRACTOR'S STAFF IDENTIFICATION	11
7.4	CONFIDENTIALITY	12
7.5	NEPOTISM	13
8.0	STANDARD TERMS AND CONDITIONS	13
8.1	ASSIGNMENT AND DELEGATION	13
8.2	AUTHORIZATION WARRANTY	13
8.3	BUDGET REDUCTIONS	14
8.4	CHANGE NOTICES AND AMENDMENTS	14
8.5	COMPLAINTS	14
8.6	COMPLIANCE WITH APPLICABLE LAW	15
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	16
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	16
8.9	CONFLICT OF INTEREST	18
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	18
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	18
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	19
8.13	THIS SECTION INTENTIONALLY OMITTED	20
8.14	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	20

8.15 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	21
8.16 COUNTY’S QUALITY ASSURANCE PLAN.....	21
8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	21
8.18 EMPLOYMENT ELIGIBILITY VERIFICATION.....	22
8.19 FACSIMILE REPRESENTATIONS	22
8.20 FAIR LABOR STANDARDS.....	22
8.21 GOVERNING LAW, JURISDICTION, AND VENUE	23
8.22 INDEPENDENT CONTRACTOR STATUS	23
8.23 INDEMNIFICATION	24
8.24 GENERAL INSURANCE REQUIREMENTS	24
8.25 INSURANCE COVERAGE REQUIREMENTS.....	26
8.26 LIQUIDATED DAMAGES.....	27
8.27 MOST FAVORED PUBLIC ENTITY	28
8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	28
8.29 NON EXCLUSIVITY	30
8.30 NOTICE OF DELAYS.....	30
8.31 NOTICE OF DISPUTES.....	30
8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	30
8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	30
8.34 NOTICES	31
8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION	31
8.36 PUBLIC RECORDS ACT	32
8.37 PUBLICITY	32
8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
8.39 RECYCLED BOND PAPER	34
8.40 SUBCONTRACTING.....	34
8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	35
8.42 TERMINATION FOR CONVENIENCE.....	36
8.43 TERMINATION FOR DEFAULT.....	37
8.44 TERMINATION FOR IMPROPER CONSIDERATION.....	39
8.45 TERMINATION FOR INSOLVENCY.....	39

8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	40
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	40
8.48	VALIDITY	40
8.49	WAIVER	41
8.50	WARRANTY AGAINST CONTINGENT FEES	41
9.0	UNIQUE TERMS AND CONDITIONS	
9.1	CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	41

SIGNATURES.....	42
-----------------	----

STANDARD EXHIBITS

A	STATEMENT OF WORK.....	43
B	CONTRACTOR'S EEO CERTIFICATION.....	60
C	COUNTY'S ADMINISTRATION	61
D	CONTRACTOR'S ADMINISTRATION	62
E	EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER	63
F	JURY SERVICE ORDINANCE	64
G	SAFELY SURRENDERED BABY LAW	67
H	CONFIDENTIALITY OF CORI INFORMATION	68
I	NOTICE TO EMPLOYER REGARDING THE FEDERAL EARNED INCOME CREDIT .	69
J	PERFORMANCE REQUIREMENTS SUMMARY	70
K	CONTRACTOR'S OBLIGATION UNDER HIPAA	77

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**CONTRACT TO PROVIDE
LITERACY TUTORING CENTERS AND RELATED SERVICES
TO PROBATION MINORS THROUGH THE OPERATION READ PROGRAM FOR
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

CLUSTER X – AGENCY NAME

This Contract and Exhibits made and entered into this ____ day of _____, 2005 by and between the County of Los Angeles, hereinafter referred to as "County" and AGENCY NAME, located at AGENCY ADDRESS, hereinafter referred to as Contractor.

RECITALS

WHEREAS, the COUNTY of Los Angeles Probation Department has a need for the services of community-based organizations with specialized experienced and capability to provide literacy tutoring services;

WHEREAS, the County of Los Angeles, through its Probation Officer, is authorized under California Code Section 31000; and

WHEREAS, CONTRACTOR is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

Responsiveness
Professionalism
Accountability
Compassion

Integrity
Commitment
A Can-Do Attitude
Respect for Diversity

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles COUNTY are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- ✓ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY'S five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The COUNTY of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - CONTRACTOR'S EEO Certification
- 1.3 EXHIBIT C - COUNTY'S Administration
- 1.4 EXHIBIT D - CONTRACTOR'S Administration
- 1.5 EXHIBIT E - Employees Acknowledgement of Employer
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Confidentiality of CORI Information
- 1.9 EXHIBIT I - Notice to Employer Regarding the Federal Earned Income Credit
- 1.10 EXHIBIT J - Performance Requirements Summary
- 1.11 EXHIBIT K - Contractor's Obligation Under HIPPA

This Contract, the Exhibits, and the CONTRACTOR'S proposal dated April 1, 2005, hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 CONTRACTOR Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 COUNTY Contract Project Monitor:** Person with responsibility to monitor the Contract and provides reports to COUNTY Contract Manager and COUNTY Program Manager.

- 2.5 COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- 2.6 COUNTY Program Manager:** Person designated by COUNTY to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1 The term of this contract shall commence October 1, 2005 through June 30, 2006. It may be extended by the Chief Probation Officer upon mutual agreement for four (4) additional twelve (12) month periods.
- 4.2 The term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be paid for on a fee-for-service basis.

5.0 CONTRACT SUM

- 5.1 The contract fee under the terms of this contract shall be the monetary amount payable by COUNTY on a fee-for-service basis to the CONTRACTOR for supplying all services specified under this contract.

Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

5.1.1 Funds Available

There is a total of \$118,260 available for contracted services described herein for the initial contract period of October 1, 2005 through June 30, 2006. Of the \$118,260, up to four thousand eight hundred and sixty dollars (\$4,860) cost reimbursement may be utilized for the purchase of supplies and related services (e.g., bus passes, tokens, etc.) to be used in connection with required services. Subsequent 12-month contract extensions will be in an amount not to exceed \$131,040 each, contingent on continued funding.

- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

5.2.1 Reimbursement for Services

The LTC site shall be compensated based on a modified Fee-for-Service basis. An hourly compensation of \$15.00 for each hour of literacy instruction provided to an eligible minor is established for each LTC site.

An example of such funding for an LTC site serving an estimated one hundred eighty-nine (189) minors for approximately forty hours (40) each would be:

$$\begin{array}{rcl} 189 & \text{minors} & \\ \times 40 & \text{Hours} & \\ \hline 7560 & \text{total hours of instruction} & \\ \times \$15 & \text{reimbursement per hour} & \\ \hline \$113,400 & \text{amount reimbursable} & \end{array}$$

5.2.2 Days of Operation

PROPOSER may be required to provide services on weekends and COUNTY – recognized holidays. COUNTY will provide a list of COUNTY holidays to CONTRACTOR at the time the Contract is approved, and annually, at the beginning of the calendar year, upon request by CONTRACTOR.

5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation Department at the address herein provided.

5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

5.5.2 The LTC site shall be compensated based on a modified Fee-for-Service basis. An hourly compensation of \$15.00 for each hour of literacy instruction provided to an eligible minor is established for each LTC site.

CONTRACTOR'S final invoice/s for each contract term shall indicate, in writing, "final invoice for contract term".

5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 10th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Operation Read Program
County of Los Angeles Probation Department
9150 E. Imperial Hwy.
Downey, CA 90242
Attn: Madeline Antonovich

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than thirty (30) calendar days from receipt of properly prepared invoices by the COUNTY.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit C - COUNTY'S Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S Contract Manager

Responsibilities of the COUNTY'S Contract Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.
- meeting with CONTRACTOR'S Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;
- overseeing the day-to-day administration of this Contract.

The COUNTY'S Contract Manager is authorized to make any changes in any of the terms and conditions of this Contract and is authorized to further obligate COUNTY in any respect whatsoever.

6.2 COUNTY'S Contract Project Monitor

The COUNTY'S Contract Project Monitor is responsible for monitoring this Contract and providing reports to COUNTY Contract Manager and COUNTY Program Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR PROJECT DIRECTOR

The CONTRACTOR shall provide its own full time officer or employee as on-site Project Director. The CONTRACTOR'S Project Director for this contract is designated in Exhibit D – *CONTRACTOR'S Administration*. The Project Director or an approved alternate shall be assigned on site when most services are provided and be available by telephone or pager for telephone contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding all COUNTY holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department.

- 7.1.1 When contract work is being performed at times other than described above, or when the Project Director cannot be present and with prior approval of the Contract Manager, an equally responsible individual shall be designated to act for the Project Director.
- 7.1.2 The Project Director shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this Contract.
- 7.1.3 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 7.1.4 The Project Director must have a minimum of two (2) years demonstrated previous experience within the last three (3) years providing the contracted services.
- 7.1.5 The Project Director and alternate(s) must be able to read, write, speak, and understand English.

COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

7.2 APPROVAL OF CONTRACTOR'S STAFF

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Project Director.

7.2.1 Other CONTRACTOR Personnel

7.2.1.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services.

7.2.1.2 The CONTRACTOR shall ensure that by the first day of employment, all person working on this contract shall have signed an acknowledgement form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (Refer to Exhibit H, Confidentiality of CORI).

7.2.2 CONTRACTOR Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY'S approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract.

CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.

- 7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR'S staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

- 7.4.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Employee Acknowledgment of Employer"*, Exhibit E.

- 7.4.2 Confidentiality of Juvenile Records
By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to anyone except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

- 7.4.3 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Refer to Exhibit H) regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to Contract Manager within five (5) business days of start of employment.

- 7.4.4 Violations: CONTRACTOR agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

7.5 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Chief Probation Officer. Any unapproved assignment or delegation shall be null and void. Any payments by Probation to any approved delegate or assignee on any claim under this Contract shall be deductible, at Probation's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Probation's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

Before the receipt of a fully executed copy of this contract, the CONTRACTOR shall furnish to the COUNTY a written list of persons authorized to execute, on behalf of the CONTRACTOR, agreements,

contracts, modifications to contracts, or other documents as may be required by the COUNTY.

8.3 BUDGET REDUCTIONS

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this contract, or amend such other items and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.4.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.
- 8.4.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.
- 8.4.3 As used herein, the term "materially" is defined as being a change of more than twenty-five percent (25%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

- 8.5.1 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.2 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- 8.5.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the COUNTY'S Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.
- 8.6.3 **Regulations:** CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services,

unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with *Exhibit B - CONTRACTOR'S EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit F* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy:

1. Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY

CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the COUNTY Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible CONTRACTOR

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 CONTRACTOR Hearing Board

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in

writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

8.12.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.13 THIS SECTION INTENTIONALLY OMITTED

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The county's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. (Refer to exhibit G)

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.15.2 As required by the COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.17.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor

Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.22.4 As previously instructed in Sub-paragraph 7.4 - Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Employees Acknowledgment of Employer"*, Exhibit E. Original to be retained on file with CONTRACTOR, a copy is to be sent to COUNTY Contract Manager.

8.23 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Henry Moreno, Contract Analyst
County of Los Angeles Probation Department
9150 East Imperial Highway, B-62
Downey, California 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to

require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.24.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY Non-employee Injury Report" to the COUNTY Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.24.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.24.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability – written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than one million dollars (\$1,000,000) for each. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.25.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR’S employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25.4 Professional Liability

Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees, with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the contract

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Chief Probation Officer, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY will be forwarded to the CONTRACTOR by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer deems are correctable by the CONTRACTOR over a certain time span, the Chief Probation Officer will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Chief Probation Officer may:

(a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable

estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit J*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit B - CONTRACTOR'S EEO Certification*.
- 8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict the Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY Project Manager and/or COUNTY Contract Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Project Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. (Refer to Exhibit I)

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is set forth in *Exhibit G* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

8.34.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated below, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Chief Probation Officer
COUNTY of Los Angeles Probation Department
9150 East Imperial Highway
Downey, California 90242

Written notice shall be sent to CONTRACTOR'S Project Director addressed as follows:

Name of Agency
Address of Agency
Address of Agency
Attn: Project Director
Agency's Phone Number

8.34.2 In the event of suspension or termination of the Contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

8.34.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- The CONTRACTOR shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY'S Contract Manager. The COUNTY shall not unreasonably withhold written consent.

8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the

CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract. *For this Contract, CONTRACTOR shall subcontract with Los Angeles Commission on Assaults Against Women (LACAAW) and Girls and Gangs.*

8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every

subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

- 8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
- 8.40.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.40.6 The COUNTY'S Contract Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
- 8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

Henry Moreno, Contract Analyst
County of Los Angeles Probation Department
9150 East Imperial Highway, B-62
Downey, California 90242

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los

Angeles COUNTY Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.
- 8.42.4 After the receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
- 8.42.5 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may

include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

- 8.42.6 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in the CONTRACTOR'S program.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Manager:

- A. CONTRACTOR has materially breached this Contract;
- B. CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the

fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.43.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR'S default as provided in Sub-paragraph 8.43.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.43.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Probation, or designee, deducted from any amounts due to the

CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.23 - Indemnification.

- 8.43.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.44.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or

cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.50.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health information as defined in *Exhibit K* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit K, CONTRACTOR'S Obligations Under HIPAA*.

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IN WITNESS WHEREOF, the parties by their duly authorized signatures, have caused this contract to become effective on the day, month, and year first above written.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
PAUL HIGA
Chief Probation Officer

DATE

Agency's Name

By _____

Typed or Printed

Title

Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
Gordon W. Trask
Principal Deputy
County Counsel

EXHIBIT A

CONTRACT STATEMENT OF WORK

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	45
2.0	SPECIFIC TASKS	47
3.0	QUALITY CONTROL	52
4.0	QUALITY ASSURANCE PLAN	53
5.0	DEFINITIONS	54
6.0	PERSONNEL	55
7.0	CONFIDENTIALITY	59
8.0	COUNTY-FURNISHED PROPERTY AND SERVICES	60
9.0	CONTRACTOR-FURNISHED ITEMS.....	60
10.0	HOURS/DAYS OF WORK	60
11.0	UNSCHEDULED WORK.....	60
12.0	USE OF COUNTY SEAL AND PROBATION DEPARTMENT LOGO.....	61
13.0	REGULATIONS	61
14.0	LAWS AND LIMITATIONS	61
15.0	PERFORMANCE REQUIREMENTS SUMMARY	61

EXHIBIT A STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 CONTRACTOR shall provide support and facilitate COUNTY'S efforts and outcome objectives of the Operation READ Program in the community (PROGRAM). CONTRACTOR shall provide school-based and community-based tutoring services to a targeted population of at-risk, out-of-home placement and home-on-probation youth ages 10-17.5 years within the specified cluster. The services will promote school success with academic achievement and educational skill advancement as a deterrent to criminal and delinquent behavior. The services will be provided after-school or at periods mutually agreed-upon with school officials. The services will be provided at the direction of COUNTY in the community, primarily in association with school-based and community-based Deputy Probation Officers, where the participant resides based on COUNTY needs.

1.2 Scope of Work

CONTRACTOR shall work with the youth who are reading two (2) or more grade levels below the grade appropriate for their age or who are lacking study skills sufficient to succeed in a structured educational environment. The goals of the program are:

- Promote academic participation and success;
- Improve educational skills including phonics, comprehension, fluency, grammar, spelling, and study skills;
- Reduce delinquency and recidivism.

To meet the above-stated goals and objectives of the PROGRAM, CONTRACTOR shall provide tutoring services on a fee-for-service basis.

1.2.1 CONTRACTOR will be required to hire an adequate number (approximately 10) of qualified employees to effectively provide the requisite program services. In addition to a Program Manager, the CONTRACTOR shall be required to employ staff to provide tutoring services. The tutors, who meet the minimum qualifications, must be eighteen (18) years old, with a high school diploma or General Equivalency Diploma (GED), and have received training in literacy tutoring (either COUNTY sponsored or COUNTY approved). COUNTY shall not pay for volunteer tutors.

- 1.2.2 CONTRACTOR will provide PROGRAM staff with access to office space and amenities such as phone, fax, and photocopying so that adequate communication is maintained between CONTRACTOR, PROGRAM staff and COUNTY.
- 1.2.3 CONTRACTOR will be responsible for compiling service information, which includes working and communicating with COUNTY staff.
- 1.2.4 CONTRACTOR will be responsible for directing the service delivery for youth in collaboration with the assigned COUNTY staff. This will include reconnecting the participant to PROGRAM service following any absence from the PROGRAM.
- 1.2.5 CONTRACTOR will maintain a case file on each participant, which includes, but is not limited to:
 - 1.2.5.1 Completed intake form
 - 1.2.5.2 Assessment scores
 - 1.2.5.3 Reading Plan
 - 1.2.5.4 Sign-in sheets reflecting hours tutored
- 1.2.6 CONTRACTOR will maintain accurate records regarding the youth's attendance, participation, and academic achievement. The Project Monitor will collect these reports weekly.
- 1.2.7 CONTRACTOR shall establish a process that would ensure timely submission of each youth's service and reading plan and that would document all related activities and services provided.
- 1.2.8 CONTRACTOR shall notify PROGRAM staff or COUNTY Deputy Probation Officer (DPO) within one (1) working day if youth is not present at scheduled tutoring session.
- 1.2.9 CONTRACTOR will provide each youth with one-on-one or small group tutoring for a minimum of five (5) hours per week, which may continue until the minor is reading at grade level. There are a total of 8,400 tutoring hours for all minors served reimbursable per CONTRACTOR. (Refer to Part A, Section 6.2)
- 1.2.10 CONTRACTOR will contact PROGRAM staff to arrange for an initial assessment to determine reading level for those minors without available academic records. For every twenty (20) hours of

tutoring, the CONTRACTOR will notify the PROGRAM staff in order to re-test the minor.

1.2.11 CONTRACTOR shall provide by the tenth (10th) working day of the month a narrative report to the Project Manager that describes the activities at the Literacy Tutoring Center (LTC). Those activities would include, but are not limited to, number of eligible minors and tutors involved, the number of referrals for other services and the other types of services being provided at the center or in collaboration with other entities. The narrative report shall also include any special incidents, tutors newly cleared or tutors who have terminated, issues to be addressed, noteworthy accomplishments, and any other information that describes the functions of these centers during that month.

2.0 SPECIFIC TASKS

To meet the stated objectives, the CONTRACTOR shall provide the following services on a fee-for-service basis:

- The Literacy Tutoring Center site;
- Literacy Tutoring services at school-based, community-based, or placement sites having a DPO assigned to conduct case work follow-up;
- The following required daily services: tutoring, homework, study skills and literacy assistance.

Commencing no later than twenty-one (21) days from the date of the award, services to be provided shall include, but are not limited to, the following:

2.1 Center Requirements

2.1.1 Operation READ LTC'S will consist of up to five (5) centers, one within each Cluster, where the youth may be tutored one-on-one or in a small group for a minimum of five (5) hours per week, unless otherwise defined in the service plan, and provides "Daily Required Services" and any other such services. Centers may provide services at any time but particularly be utilized during summers and school holidays. Services provided during the school year will be provided at the school-based or community-based sites having a DPO.

2.1.2 Each LTC must be located within the service area for which services are being proposed. They are as follows:

Targeted Areas:

- Cluster 1
- Cluster 2
- Cluster 3
- Cluster 4
- Cluster 5

2.1.3 The physical location of the LTC(s) will need to accommodate at least ten (10) minors at one time, Monday through Friday after school, or on the weekends for “Daily Required Services” that will be sufficient to provide each minor with a minimum of five (5) hours per week of literacy tutoring.

2.2 Eligibility Requirements for Services

Minors referred to Operation READ Literacy are screened for eligibility by the Probation Department for minors home-on-probation and/or the Department of Children and Family Services for minors having in-home and out-of-home placements, and for minors who are considered at-risk by school-based DPOs. Eligibility requires that the youth be:

- Reading at least two (2) grade levels below the standard for their age;
- Between the ages of 10 and 17.5 years; and
- Priority shall be given to older youth who are functioning below the 4th grade level.

2.2.1 Daily Required Services

Minors assigned to Operation READ will be required to participate in the following tutoring and literacy services provided by the CONTRACTOR. In order to begin the program, the youth must meet the minimum eligibility requirements. At a minimum, the youth will always need to report to the LTC or school/community-based sites for one (1) hours per day of “Daily Required Services” on their assigned days, unless otherwise stipulated by the case plan.

2.2.1.1 CONTRACTOR shall have the following outcomes:

2.2.1.1.1 Eighty percent (80%) of minors receiving services will remain in the program a minimum of twenty (20)

hours in order to receive a pre-test and a post-test;

2.2.1.1.2 Minors who receive two assessment scores will have improved reading scores as follows:

- (1) Sixty percent (60%) of minors who improve will improve by one grade level or more;
- (2) Forty percent (40%) of minors who improve will improve less than an entire grade level.

2.2.2 Tutoring and Literacy Assistance

Services in this area include educational activities to enhance the participants' ability to succeed academically and to remain in school. Each tutor shall have no more than ten (10) youths at a time with five (5) or fewer being most optimal. Incentives may be given for grade point improvement and/or other benchmarks of academic success.

Tutoring shall be provided as follows:

- 2.2.2.1 A minimum of one (1) hour per day, or;
- 2.2.2.2 A minimum of five (5) sessions per week; or sufficient to give five (5) hours of instruction per minor;
- 2.2.2.3 CONTRACTOR will maintain sign-in sheets or the equivalent and provide attendance information to the Project Monitor;
- 2.2.2.4 English as a second language instruction assistance shall be available when necessary;
- 2.2.2.5 Limited homework assistance in order to allow the youth to participate in daily classroom activities or complete assignments for grades;
- 2.2.2.6 Study skill improvement so that minors can prepare effectively for tests and other assignments.

3.0 QUALITY CONTROL

The CONTRACTOR(s) shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

- 3.1 An inspection system covering all the services listed on Exhibit J, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTOR(s) and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Section 8.38, "Record Retention and Inspection".
- 3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the CONTRACTOR(s) being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of adult and juvenile records is maintained while in the care of CONTRACTOR'S employees.
- 3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR'S deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR(s). If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit J, "Performance Requirements Summary", or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

The COUNTY'S Contract Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the contract if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the COUNTY'S Contract Manager and the CONTRACTOR'S Project Director. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY'S Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by COUNTY.
- 4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR(s) who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR(s) within twenty-four (24) hours.

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before Probation can apply damages as specified in *Exhibit J*. An AQL does not imply that the CONTRACTOR(s) may knowingly perform in a defective way. It implies that Probation recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR(s) correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.
- 5.2 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR(s) of faulty service. The CDR requires a response from the CONTRACTOR(s) explaining the problem and outlining the remedial action being taken to resolve the problem within five (5) business days after receipt of CDR.

- 5.3 COUNTY Contract Manager - The Probation representative responsible for daily management of contract development and contractual matters.
- 5.4 Contract Start Date - The date the CONTRACTOR(s) begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.5 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for administering the contract after contract award.
- 5.6 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this contract of recovery of the premises used herein, the CONTRACTOR agrees to pay any sum, which may be awarded to the COUNTY and by the Court for attorney's fees and costs incurred in the action brought,
- 5.7 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to ensure contract performance standards are met by the CONTRACTOR(s). (Refer to Exhibit J)
- 5.8 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.
- 5.9 Quality Assurance Plan (Surveillance Plan) - The plan developed by Probation, specifically to monitor contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.10 Quality Control Program - All necessary measures taken by the CONTRACTOR(s) to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.
- 5.11 Random Sample - A sampling method where each item in a lot has an equal chance of being selected.
- 5.12 User Complaint Report (UCR) - A report prepared by probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR(s).
- 5.13 Workday - Workdays are Sunday through Saturday.

6.0 PERSONNEL

6.1 Key COUNTY Personnel

6.1.1 COUNTY Contract Manager

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

6.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information, operations and procedural requirements.

6.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Contract, *Section 8.4*

6.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

6.2 Key CONTRACTOR Personnel

6.2.1 CONTRACTOR Project Director

The CONTRACTOR shall provide its own full time officer or employee as Project Director and identify the person in the proposal. The Project Director or an approved alternate shall be assigned locally and available for telephone contact 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding all COUNTY holidays. The Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

6.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.

6.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this contract.

- 6.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 6.2.5 The Project Director must have at least two (2) years of demonstrated previous experience within the last three (3) years providing services to at-risk and probation female youth and their families.
- 6.2.6 The Project Director and alternate must be able to read, write, speak and understand English.
- 6.2.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

6.3 Other CONTRACTOR Personnel

- 6.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)
- 6.3.2 All personnel must be able to read, write, spell, speak and understand English.
- 6.3.3 CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California (*refer to Exhibit B*).
- 6.3.4 The CONTRACTOR shall insure that by first day of employment, all persons working on this contract shall have signed an acknowledgement that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). **CONTRACTOR shall retain original signed CORI form and forward a copy to Contract Manager within five (5) business days of start of employment.** (*Refer to Exhibit H*)
- 6.3.5 The CONTRACTOR shall give advance notice to COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.
- 6.3.6 All persons working on this contract must sign an Employee Acknowledgement of Employer (*Refer to Exhibit E*). **CONTRACTOR shall retain original signed Acknowledgment of Employer Form**

and forward a copy to Contract Manager within five (5) business days of start of employment.

6.4 CONTRACTOR Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

6.5 Employee Benefits and Acknowledgement of Employer

6.5.1 CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgement that each employee understands that they are an employee of CONTRACTOR and not an employee of Los Angeles County must be signed by each employee of CONTRACTOR employed by first day of employment (*Refer to Exhibit E*). The CONTRACTOR original acknowledgement must be sent within five (5) business days of employment to County of Los Angeles Probation Department, Attn. Contracts, 9150 East Imperial Highway, A-66, Downey, CA 90242

6.5.2 COUNTY shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

6.6 Employee Criminal Records, Notice and County Approval

CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 6.6.1 through 6.6.7. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

6.6.1 No personnel employed by CONTRACTOR for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

6.6.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any

time and to bar such employees from working on the Contract under appropriate circumstances.

- 6.6.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this Contract service.
- 6.6.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 6.6.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 6.6.6 The CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.
- 6.6.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee; COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

6.7 Gratuities

It is improper for any County Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure more favorable treatment for the CONTRACTOR in the award of the contract or that the CONTRACTOR'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may

result in the CONTRACTOR'S submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

6.8 Consideration of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

7.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

7.1 Confidentiality of Juvenile and Adult Records

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (*Refer to Exhibit H*) regarding the confidentiality of the information in the juvenile records. Copies of this form are to be sent to Contract Manager within five (5) business days of start of employment.

7.3 The CONTRACTOR shall be responsible for safeguarding all information that it produces or that is received from, produced by or provided by the COUNTY.

7.4 CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law.

7.5 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S systems, or to any

safeguard, counter-measure, contingency plan, policy or procedure contemplated or implemented by COUNTY. The provisions of this subsection shall survive the expiration or termination of this contract.

8.0 COUNTY-FURNISHED PROPERTY AND SERVICES

The COUNTY shall provide CONTRACTOR no real property and/or equipment necessary to perform the services required by the Performance Statement or Work

9.0 CONTRACTOR-FURNISHED ITEMS

The CONTRACTOR shall furnish all personnel and equipment necessary to perform all services required by the Statement of Work.

10.0 HOURS/DAY OF WORK

The CONTRACTOR may be required to provide service on COUNTY-recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays.

11.0 UNSCHEDULED WORK

The CONTRACTOR agrees that any work performed outside the scope of the "Statement of Work" section of this document, without the prior written approval of the COUNTY in accordance with Contract, *Section 8.4, Changes and Amendments of Terms*, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

12.0 USE OF COUNTY SEAL AND PROBATION DEPARTMENT LOGO

The CONTRACTOR shall not use or display the official seal of the COUNTY or the Probation Department's logo on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Chief Probation Officer.

13.0 REGULATIONS

The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

14.0 LAWS AND LIMITATIONS

CONTRACTOR shall be required to comply with all applicable local, State, and Federal laws and regulations including California Penal Code Section 295, 295.1, 296, 296.1, 296.2, 300, etc. The CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where the CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. The COUNTY at its discretion, if deemed appropriate, shall seek such changes.

15.0 PERFORMANCE REQUIREMENTS SUMMARY

A standard level of performance will be required of CONTRACTOR in the areas of Gender Specific community-based services. *Exhibit J* summarizes the required services, performance indicator, acceptable quality level, monitoring methods to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Exhibit J* or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in assessment of liquidated damages against CONTRACTOR by COUNTY.

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EXHIBIT B

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT C

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: Yolanda Young

Title: Director, Contracts and Grants Management Division

Address: 9150 E. Imperial Hwy, Rm A-66
Downey, CA 90242

Telephone: (562) 940-2728

Facsimile: (562) 803-6585

E-Mail Address: Yolanda_Young@probation.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: Ron Millar

Title: Budget and Fiscal Services Manager

Address: 9150 E. Imperial Hwy, Rm B-23
Downey, CA 90242

Telephone: (562) 940-2590

Facsimile: (562) 803-6864

E-Mail Address: Ron_Millar@probation.co.la.ca.us

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT E

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR(s)

A copy must be forwarded, within five (5) business days, to the Probation Project Manager in addition to keeping a copy of this form for your records.

EXHIBIT F

Jury Service Ordinance

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings: The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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EXHIBIT G

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT H

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

EXHIBIT I

Internal Revenue Service Notice 1015

(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,350.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,212 that he or she maybe eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give W-2 and do so in time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given in time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on any employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-929-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015

EXHIBIT J

PERFORMANCE REQUIREMENTS SUMMARY

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in Exhibit J (Chart). When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirements Summary (PRS) Chart.

Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Statement of Work) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in Exhibit J (Chart).

The CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed at no additional cost to COUNTY.

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EXHIBIT J (CHART)

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor is providing school-based and community-based tutoring services for proposed Cluster Service Areas. (Exhibit A, 1.1)	100% Adhere to County requirements	5%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor will strive to improve the reading level of youths who are reading below grade level. (Exhibit A, 1.2)	100% Adhere to County requirements	5%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor will hire qualified staff who will provide requisite program services. (Exhibit A, 1.2.1)	100% Adhere to County requirements	5%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor will provide Program staff with office space and amenities necessary to effectively execute the program services. (Exhibit A, 1.2.2)	100% Adhere to County requirements	5%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor will compile service information. (Exhibit A, 1.2.3)	100% Adhere to County requirements	5%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor will direct the service delivery for youth in collaboration with COUNTY. (Exhibit A, 1.2.4)	100% Adhere to County requirements	5%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor will maintain a case file which includes the completed intake form, assessment scores, and sign-in- sheets. (Exhibit A, 1.2.5)	100% Adhere to County of Los Angeles requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor will maintain accurate records that include attendance, participation, and academic achievement. (Exhibit A, 1.2.6)	100% Completed monthly reports on time	5%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per employee per occurrence.

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor will develop a process that will ensure timely submission of participant's service and reading plan. (Exhibit A, 1.2.7)	100% Adhere to County requirements	5%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings 	Up to \$100 per occurrence.
Contractor will notify COUNTY within one (1) working day of participants tutoring session attendance. (Exhibit A, 1.2.8)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections 	Up to \$100 per employee per occurrence.
Contractor will provide each participant with one-on-one or small group tutoring for a minimum of five (5) hours until reading level is reached. (Maximum Of 5 youths in group.) (Exhibit A, 1.2.9)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections 	Up to \$100 per employee per occurrence.
Contractor will coordinate the initial assessment to determine participants reading grade level that does not have available academic records. Notify Program staff for every 20 hours of tutoring in order to re-test the participant. (Exhibit A, 1.2.10)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections 	Up to \$100 per employee per occurrence.

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor will prepare a narrative report and forward to the Project Manager by the tenth working day of the month. (Exhibit A, 1.2.11)	100% Completed monthly report	0%	- User and/or Staff Complaints - Random Inspections	Up to \$100 per employee per occurrence.
Employee Benefits. Contractor will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. (Exhibit A, 6.5.1)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per employee per occurrence.
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Exhibit A, 6.6.5)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental	Up to \$50 per employee per occurrence.
Contractor personnel providing services under this contract shall be finger printed prior to employment. (Exhibit A, 6.6.6)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per employee per occurrence.

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor shall submit names of contract employees to the County Contract Manager within five business days of the date of hire. (Exhibit A, 6.6.6)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per employee per occurrence.
Contractor shall reimburse County for record check (Exhibit A, 6.6.7)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. (Exhibit A, 3.0)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor in compliance with Standard Terms and Conditions. (Section 8)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.

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EXHIBIT K

1 of 6

AGREEMENT

CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER HIPAA OF 1996

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place. Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Disclose" or "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

- 1.5 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.6 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 “Services” has the same meaning as in the body of this Agreement.
- 1.9 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple ST., Suite 525
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."

ATTACHMENT B**Bid Information****Bid Number :** 6400501**Bid Title :** Request for Proposals to Provide Literacy Tutoring Centers and Related Services to Probation Minors Through the Operation Read Program**Bid Type :** Service**Department :** Probation**Commodity :** TUTORING**Open Date :** 2/25/2005**Closing Date :** 4/1/2005 12:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** Not Available

Bid Description : This solicitation document is a Request for Proposals (RFP) to select five (5) qualified PROPOSERS to provide Literacy Tutoring Centers (LTC) and related services to minors ten (10) to seventeen and one half (17.5) years of age through the Operation READ Program for the County of Los Angeles Probation Department. The services are intended to: 1) promote collaborative crime reduction strategies based upon raising the academic achievement and literacy levels of minors, and 2) offer individual attention to minors home on probation or in foster care and in-home placement systems that will raise their academic achievement and literacy levels. Identified measures include, but are not limited to, increased academic achievement, increased school attendance, increased school participation, reduction in juvenile arrests, and successful completion of probation. The total funding available for this program is five hundred and ninety one thousand three hundred dollars (\$591,300) or one hundred and eighteen thousand two hundred and sixty dollars (\$118,260) for each of the five (5) Literacy Tutoring Centers (LTC) for a period to commence following contract execution through June 30, 2006. Subsequent 12-month periods will be funded, contingent upon available funding at the maximum of \$131,400 each. The COUNTY intends to award one contract in each of the five (5) geographical areas known as Clusters. The Clusters are consistent with the Supervisorial Districts. The COUNTY reserves the right to contract with one or more providers. The COUNTY also reserves the right to amend this RFP to increase or decrease to the amount of service(s) to be performed.

The COUNTY plans to award five (5) contracts: one contract for each of the five (5) Clusters listed in Appendix C, Technical Exhibit 2. PROPOSERS must submit separate proposals for each Cluster for which services are being proposed. Combined proposals will not be accepted. PROPOSERS will focus their efforts on a specific Cluster and may provide services in communities contiguous to the above-mentioned Clusters, as directed by and based on the needs of the COUNTY.

The successful PROPOSERS will have a service site which meets the requirements of the Probation Department and will have a proven and established history of providing literacy tutoring services to Probation youth from the ages of ten (10) through seventeen and one half (17.5), who are functioning at two (2) grade levels below the standard for their age. The COUNTY will provide oversight and overall case management for the required services. The PROPOSER will provide experienced staff that has demonstrated skills in working with Probation and In-Home or Out-of-Home Placement youth.

The contract will be awarded by competitive negotiations. The PROPOSER'S proposed budget, plan for providing required services, quality control plan, experience and capability and references will be considered in the award of the contract.

ATTACHMENT B**Minimum Mandatory Requirements**

Interested and qualified PROPOSERS that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, of this RFP are invited to submit proposal(s), provided they meet the following requirements:

PROPOSER must attend the Mandatory Proposer's Conference scheduled for Monday, March 14, 2005.

PROPOSER must submit a proposal by 12:00 p.m. P.S.T., Friday, April 1, 2005.

PROPOSER must demonstrate they are a non-profit (1) public, (2) private or (3) community-based provider serving or having served communities within the Cluster for which services are being proposed.

PROPOSER must demonstrate it has a minimum of two (2) years experience operating effective literacy projects or similar community-based projects serving Probation youths. Experience should include current or previous services in literacy education or minors under probation supervision, at-risk youth, foster care minors or in/out-home placement youth under the supervision of the COUNTY'S Department of Children and Family Services.

PROPOSER must demonstrate a minimum of two (2) years experience within the last three (3) years in administering Federal, State, or local contracts.

PROPOSER must identify a Project Director who has demonstrated two (2) years experience within the last three (3) years providing services to high-risk and/or probation youth and their families.

PROPOSER must have qualified staff experienced in providing the required services.

PROPOSER must submit proposals for the specific Cluster where they propose providing the required services. Proposals should not be combined for two or more clusters.

PROPOSER has an administrative business office located within the County of Los Angeles.

PROPOSER has a service site located within the Cluster for which services are being proposed.

PROPOSER must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposal.

PROPOSER must respond positively to a willingness to hire GAIN/GROW participants. (Reference Sub-paragraph 1.27 in this section).

PROPOSER must certify intent to comply with the COUNTY'S Jury Service Program. (Reference Sub-paragraph 1.32 in this section).

Contact Name : Henry Moreno

Contact Phone# : (562) 940-2465

Contact Email : henry_moreno@probation.co.la.ca.us

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[Back to Last Window](#)

[Back to Award Main](#)

PROPOSALS RECEIVED FOR OPERATION READ RFP # 6400501 – CLUSTER 1
PROPOSAL DEADLINE: APRIL 1, 2005

1	Chinatown Service Center	
2	Pomona Valley Youth Employment	
3	Soledad Enrichment Action (SEA)	

PROPOSALS RECEIVED FOR OPERATION READ RFP # 6400501 – CLUSTER 2

1	Community Youth Sports and Arts Foundation	
2	People Who Care Youth Center	
3	Soledad Enrichment Action (SEA)	
4	Watts Labor Community Action Committee (WLCAC)	

PROPOSALS RECEIVED FOR OPERATION READ RFP # 6400501 – CLUSTER 3

1	Cal State Northridge University (CSUN)
2	New Directions For Youth
3	The Reach More Foundation
4	Soledad Enrichment Action (SEA)

PROPOSALS RECEIVED FOR OPERATION READ RFP # 6400501 – CLUSTER 4

1	Soledad Enrichment Action (SEA)
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PROPOSALS RECEIVED FOR OPERATION READ RFP # 6400501 – CLUSTER 5

1	American Asian Pacific Ministries
2	Asian Youth Center
3	The Institute For The Redesign Of Learning
4	Soledad Enrichment Action (SEA)
5	United Community Action Network (UCAN)